

PLANNING AND DEVELOPMENT DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504  
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503  
t: 770-531-6809 | f: 770-531-3902



### CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Trey Bell  
6842 Grand Hickory Drive  
Suite 201, Braselton GA 30517

Phone (678) 283-9834

Email Address Trey@breg.Homes

Proposed Use Model Home Permit for PRD

Property Owner (Name & Mailing Address)

Lee land Farm LLL  
PO Box 729  
Flowers Branch, GA 30542

Phone 678-960-3301

Email Address Rob@roipropertygroup.com

Contact Person (Name & Mailing Address)

Trey Bell  
6342 Grand Hickory Drive, 201  
Braselton GA 30542

Phone 678-283-9834

Email Address Trey@breg.Homes

Tax Parcel Number 15030 000027A

Location Address 2522 Lee land Road, Gainesville GA 30507

Status of Applicant

Owner

Option to Purchase

Area Resident

Other

Zoning: PRD

Acreage 4.2

Requested Action

Permissive Use:

HCPC  HCC

Fee: \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_

Check #: \_\_\_\_\_

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature]

Date: 8/29/2024

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign \_\_\_\_\_ Date: \_\_\_\_\_

#### Staff Use Only

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_

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**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Rob Fuller

Address PO Box 729  
Flowery Branch GA 30542

Phone Number (707) 365 - 6891

Name of applicant(s) Tray Bell

Address 6342 Grand Hickory Drive, 201  
Braselton GA 30517

Phone Number 678-283-9834

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

[Handwritten Signature]

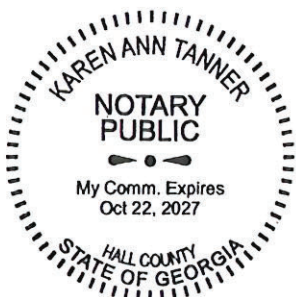
Personally appeared before me

Rob Fuller

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Handwritten Signature]  
Notary Public

09/03/24  
Date



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**OPERATING AGREEMENT  
OF  
LEE LAND FARMS, LLC**

THIS OPERATING AGREEMENT (the “**Agreement**”) of **LEE LAND FARMS, LLC**, a Georgia limited liability company (the “**Company**”), effective as of April 4, 2023 (the “**Effective Date**”), is entered into by and between the Company and **NICROB CAPITAL, LLC**, a Wyoming limited liability company as the single member of the Company (the “**Member**”).

**WHEREAS**, the Company was formed as a limited liability company on April 4, 2023 by the filing of Articles of Organization with the Secretary of State of the State of Georgia (“**Secretary of State**”) pursuant to and in accordance with the Georgia Limited Liability Company Act, as amended from time to time (the “**LLCA**”).

**WHEREAS**, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms of this Agreement, which is intended to be a written operating agreement as defined in Section 14-11-101(18) of the LLCA.

**NOW, THEREFORE**, the Member and the Company agree as follows:

1. **NAME.** The name of the Company is LEE LAND FARMS, LLC
2. **PURPOSE.** Subject to any limitations set forth in the Articles of Organization, the purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the LLCA and to engage in any and all necessary or incidental activities.
3. **POWERS.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the LLCA.
4. **PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT.**
  - a. **Principal Office.** The location of the principal office of the Company shall be at such location as the Manager may designate from time to time.
  - b. **Registered Office and Agent.** The registered agent of the Company for service of process in the State of Georgia and the registered office of the Company in the State of Georgia shall be that person and location reflected in the transmittal form or annual registration filed with the Secretary of State. If the registered agent or registered office shall change, the **Manager** shall promptly designate a replacement registered agent or registered office, as the case may be, in the manner provided by the LLCA.
5. **MEMBERS.**
  - a. **Initial Member.** The Member owns 100% of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

**NICROB CAPITAL, LLC  
1280 S 800 E**

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Orem, UT 84097

- b. **Additional Members.** One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
- c. **No Limited Liability Company Interest Certificates.** The Company will not issue any certificates to evidence ownership of the LLC interests.

**6. MANAGEMENT.**

- a. **Initial Manager.** The initial Manager of the Company shall be **ROI PROPERTY GROUP, LLC**, a Wyoming limited liability company.
- b. **Authority of the Manager.** The Member intends that the Company be managed by its Manager, in accordance with the LLCA, and subject to any restrictions set forth in the Articles or this Agreement and until such time, if any as the Member appoints another person or entity to serve as the Manager. Any vacancy in the office of the Manager shall be filled by the Member. The Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Manager in its capacity as manager shall constitute the act of and serve to bind the Company. Any individual, partnership, limited liability company, corporation, cooperative, trust or other entity (any of which, a “**Person**”) dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the LLCA, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement, including exercising the specific rights and powers set out below in this **Section 6(b)**:
  - i. Receive, buy, sell, exchange, trade and otherwise deal in and with property of the Company;
  - ii. Acquire property on the basis of investment representations or subject to transfer restrictions;
  - iii. Borrow money or property on behalf of the Company, encumber Company property for the purpose of obtaining financing for the Company’s business, and extend or modify any obligations of the Company;
  - iv. Employ or retain any qualified Person to perform services or provide advice on behalf of the Company and pay reasonable compensation therefor;
  - v. Compromise, arbitrate or otherwise adjust claims in favor of or against the Company, and commence or defend litigation with respect to the Company or any assets of the Company, at the Company’s expense;

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- vi. Cause the Company to purchase and maintain, at the Company's expense, insurance coverage reasonably satisfactory to the Manager with regard to any circumstance or condition which may affect the Company (including any employee or agent thereof), the Manager (or any member, employee or agent thereof) in its capacity as such, or any Person in connection with service by such Person, at the request of the Manager, to the Company or with respect to Company property;
  - vii. Cause the Company to enter into, make and perform upon such contracts, agreements and other undertakings, and to do such other acts, as it may deem necessary or advisable for, or as may be incidental to, the conduct of the business of the Company, including contracts, agreements, undertakings and transactions with a Member or Person related to a Member; provided, however, that transactions with a Member or Person related to a Partner for the account of the Company will be on terms no less favorable to the Company than are generally afforded to unrelated third parties in comparable transactions;
  - viii. Cause the Company to invest in, or enter into, hedging arrangements designed to reduce or eliminate the risk of changes in the value of one or more securities held by the Company; and
  - ix. Open, conduct business regarding, draw checks or other payment orders upon, and close cash, checking, custodial or similar accounts with banks or brokers on behalf of the Company and pay the customary fees and charges applicable to transactions in respect of all such accounts.
- c. **Company Action Requiring Consent of Member.** Notwithstanding any other provision of this Agreement, the Manager will not, without the prior written approval of the Member, take any of the following actions:
- i. Amend the Company's Certificate or this Agreement in any manner that adversely effects the powers, preferences, or rights of the Member;
  - ii. Guarantee any indebtedness of any third party;
  - iii. Dissolve, liquidate or wind up the Company; or
  - iv. Change the principal business of the Company, enter into new lines of business, or exit the current line of business.
- d. **Compensation of Manager.** The Manager shall receive compensation from the Company for its service as Manager. Affiliates and designees shall be reimbursed for all out-of-pocket expenses incurred in connection with their services to the Company.
- e. **Delegation of Authority; Resignation.**
- i. The Manager shall have the power and authority to delegate certain of its duties to one or more designated individuals, including the power and authority to execute contracts, agreements or other documents on behalf of the Company. Any person appointed as an officer of the Company with a title customarily held by an officer of a corporation shall have the same power and authority to act on behalf of the Company as an officer holding

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the same title would customarily have in a corporation organized under the laws of the State of Georgia.

- ii. Except as set forth above, no employee, Member or other representative of the Company shall, in any circumstance, hold himself/herself out to the public, or otherwise present himself/herself in any manner, as having authority to obligate, commit or execute agreements on behalf of the Company without prior approval of, or delegated authority from, the Manager. Any person or entity dealing with the Company may rely upon a certificate signed by the Manager of the Company or signed by any Secretary or Assistant Secretary of the Company as to: (a) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company, and (b) the persons who or entities which are authorized to take any action or refrain from taking any action as to any matter whatsoever involving the Company.
- iii. The Manager may adopt policies, rules and regulations from time to time as it deems advisable in furtherance of the purposes of the Company, and in accordance with the powers granted pursuant to this Agreement.
- iv. The Manager may resign from the Company at any time by written resignation to the Member. Upon such resignation, the vacancy shall be filled by the Member.

**7. LIABILITY OF MEMBER; INDEMNIFICATION.**

- a. **Liability of Member.** Except as otherwise required by the LLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member or participating in the management of the Company.
  - b. **Indemnification.** To the fullest extent permitted under the LLCA, the Member (irrespective of the capacity in which it acts) and the Manager shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member or the Manager, as applicable, relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or the Manager, as applicable on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member or the Manager, as applicable, nor any other person shall have any personal liability on account thereof.
- 8. TERM.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

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9. **CAPITAL CONTRIBUTIONS.** The Member has contributed \$100 in cash as its initial capital contribution to the Company. The Member may make, but shall not be required to make, any additional capital contributions to the Company.

**10. TAX STATUS; INCOME AND DEDUCTIONS.**

- a. **Tax Status.** As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.
- b. **Income and Deductions.** All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

**11. ACCOUNTS AND RECORDS.**

- a. **Books and Records; Keeper.** Proper and complete books of the Company, including a list of names, addresses and interests of all Members, shall be maintained at the Company's principal place of business by the Manager.
- b. **Fiscal Year.** The fiscal year end of the Company shall be December 31.

12. **DISTRIBUTIONS.** Distributions shall be made to the Member at the times and in the amounts determined by the Manager.

**13. DISSOLUTION; LIQUIDATION.**

- a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution; (iii) administrative dissolution by the Secretary of State; or (iv) any other event or circumstance giving rise to the dissolution of the Company under the LLCA, unless the Company's existence is continued pursuant to the LLCA.
- b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall take all actions to promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Manager under this Agreement shall continue. The Member may, in its discretion, file a statement of commencement of winding up with the Secretary of State in accordance with the LLCA.
- c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

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- d. Upon the completion of the winding up of the Company, the Member may, in its discretion, file a certificate of termination in accordance with the LLCA.

**14. MISCELLANEOUS.**

- a. **Amendments**. Amendments to this Agreement may be made only with the written consent of the Member.
- b. **Governing Law**. This Agreement and all rights and remedies thereunder shall be governed by the laws of the State of Georgia.
- c. **Severability**. If any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.
- d. **No Third Party Beneficiaries**. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

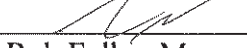


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**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the Effective Date.

**MEMBER:**

**NICROB CAPITAL, LLC,**  
a Wyoming limited liability company

By:   
Rob Fuller, Manager

The Company hereby executes this Agreement for the express purpose of acknowledging and agreeing to the provisions applicable to it.

**LEE LAND FARMS, LLC,** a Georgia limited liability company

By: **ROI PROPERTY GROUP, LLC,** a Wyoming limited liability company, its manager

By:   
Rob Fuller, Manager

The initial Manager hereby executes this Agreement for the express purpose of accepting its designation as Manager of the Company with respect to the duties delegated to it pursuant to this Agreement.

**ROI PROPERTY GROUP, LLC,**  
a Wyoming limited liability company

By:   
Rob Fuller, Manager

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**CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have\*\*  I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.


**\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: 

Date: 9/4/2024

Applicant's/Owner's Name (Printed): \_\_\_\_\_



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Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature:

Date: 8/27/24

Applicant's/Owner's Name (Printed): ROB FULLER